

GRANT FUNDING AGREEMENT

THE AGREEMENT made in duplicate is effective as of insert date,

B E T W E E N :

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by the Minister of the Environment

(the “**Province**”)

- and -

Legal Name of Recipient

(the “**Recipient**”)

Background:

The Province funds projects similar to the project described in Schedule “A”.

The Recipient has applied to the Province for funds to assist the Recipient in carrying out the Project and the Province wishes to provide such funds.

Consideration:

In consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Parties agree as follows:

ARTICLE 1
INTERPRETATION AND DEFINITIONS

1.1 **Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the background and the headings do not form part of the Agreement; they are for reference only and shall not affect the interpretation of the Agreement;

- (d) any reference to dollars or currency shall be to Canadian dollars and currency; and
- (e) “include”, “includes” and “including” shall not denote an exhaustive list.

1.2 **Definitions.** In the Agreement, the following terms shall have the following meanings:

“Agreement” means this agreement entered into between the Province and the Recipient and includes all of the schedules listed in section 27.1.

“Budget” means the budget attached to the Agreement as Schedule “B”.

“Effective Date” means the date set out at the top of the Agreement.

“Event of Default” has the meaning ascribed to it in section 14.1.

“Force Majeure” has the meaning ascribed to it in Article 25.

“Funding Year” means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and
- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31.

“Funds” means the money the Province provides to the Recipient pursuant to the Agreement.

“GST” means goods and services tax pursuant to the *Excise Tax Act* (Canada).

“Indemnified Parties” means her Majesty the Queen in right of Ontario, her Ministers, agents, appointees and employees.

“Maximum Funds” means \$insert maximum amount the Ministry will provide the Recipient under the Agreement.

“Notice” means any communication given or required to be given under Agreement.

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

“Project” means the undertaking described in Schedule “A”.

“Reports” means the reports described in Schedule “D”.

“Timelines” means the Project schedule set out in Schedule “A”.

“Wind Down Costs” means the Recipient’s reasonable costs to wind down the Project.

ARTICLE 2 REPRESENTATIONS, WARRANTIES AND COVENANTS

2.1 General. The Recipient represents, warrants and covenants that:

- (a) it is, and shall continue to be for the term of the Agreement, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and shall continue to have for the term of the Agreement, the experience and expertise necessary to carry out the Project; and
- (c) any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and shall continue to be true and complete for the term of the Agreement.

2.2 Execution of Agreement. The Recipient represents and warrants that:

- (a) it has the full power and authority to enter into the Agreement; and
- (b) it has taken all necessary actions to authorize the execution of the Agreement including **[for bands as defined under the Indian Act, add:** “passing a band resolution authorizing the Recipient to enter into the Agreement with the Province”] **[for Municipalities add:** “passing a municipal by-law authorizing the Recipient to enter into the Agreement with the Province”].

2.3 Governance. The Recipient represents, warrants and covenants that it has, and shall maintain for the Term of the Agreement, by-laws or other legally necessary instruments to:

- (a) establish an expected code of conduct and ethical responsibilities at all levels of the Recipient’s organization;
- (b) establish procedures to ensure the ongoing effective functioning of the Recipient;

- (c) establish decision-making mechanisms;
- (d) provide for the prudent and effective management of the Funds;
- (e) establish procedures to enable the successful completion of the Project;
- (f) establish procedures to enable the timely identification of risks to the completion of the Project and strategies to address the identified risks;
- (g) establish procedures to enable the preparation and delivery of all Reports required pursuant to Article 7; and
- (h) deal with such other matters as the Recipient considers necessary to ensure that the Recipient carries out its obligations under the Agreement.

2.4 **Supporting Documentation.** Upon request, the Recipient shall provide the Province with proof of the matters referred to in this Article 2.

ARTICLE 3 TERM OF THE AGREEMENT

3.1 **Term.** The term of the Agreement shall commence on the Effective Date and shall expire on **enter expiry date** unless terminated earlier pursuant to Article 12, Article 13 or Article 14.

ARTICLE 4 FUNDS AND CARRYING OUT THE PROJECT

4.1 **Funds Provided.** The Province shall:

- (a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the payment schedule attached to the Agreement as Schedule "C"; and
- (c) deposit the Funds into an account designated by the Recipient provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Recipient.

4.2 **Limitation on Payment of Funds.** Despite section 4.1, the Province:

- (a) shall not provide any Funds to the Recipient until the Recipient provides the insurance certificate or other documents provided for in section 11.2;
- (b) is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project;
- (c) may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province's assessment of the information provided by the Recipient pursuant to section 7.1; and
- (d) pursuant to the provisions of the *Financial Administration Act* (Ontario), if the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is obligated to make under the Agreement, the Province shall not be obligated to make any payment, and:
 - (i) may reduce the amount of the Funds and, in consultation with the Recipient, change the Project; or
 - (ii) the Province may terminate the Agreement pursuant to section 13.1.

4.3 Use of Funding and Project. The Recipient shall:

- (a) carry out the Project:
 - (i) in accordance with the terms and conditions of the Agreement; and
 - (ii) in compliance with all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules and by-laws related to any aspect of the Project;
- (b) use the Funds only for the purpose of carrying out the Project; and
- (c) spend the Funds only in accordance with the Budget.

4.4 No Changes. The Recipient shall:

- (a) not make any changes to the Project, the Timelines and/or the Budget without the prior written consent of the Province; and
- (b) abide by the terms and conditions the Province may require pursuant to any consent.

4.5 Interest Bearing Account. If the Province provides Funds to the Recipient prior to the Recipient's immediate need for the Funds, the Recipient shall place the

Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.

- 4.6 **Interest.** If the Recipient earns any interest on the Funds:
- (a) the Province may deduct an amount equal to the interest from any further instalments of Funds; or
 - (b) the Recipient shall pay an amount equal to the interest to the Province as directed by the Province.
- 4.7 **Maximum Funds.** The Recipient acknowledges that the Funds available to it pursuant to the Agreement shall not exceed the Maximum Funds.
- 4.8 **GST.** The Recipient shall not use the Funds for any GST costs for which it has or will receive a rebate, tax credit, input tax credit or refund.
- 4.9 **Intellectual Property.** The Province is not the owner of any intellectual property generated as a result of the Agreement.

ARTICLE 5

ACQUISITION OF GOODS AND SERVICES, AND DISPOSAL OF ASSETS

- 5.1 **Acquisition.** If the Recipient acquires supplies, equipment or services with the Funds, it shall do so through a process that promotes the best value for money.
- 5.2 **Disposal.** The Recipient shall not, without the Province's prior written consent, sell, lease or otherwise dispose of any asset purchased with the Funds or for which Funds were provided, the cost of which exceeded \$1,000 at the time of purchase.

ARTICLE 6

CONFLICT OF INTEREST

- 6.1 **No Conflict of Interest.** The Recipient shall carry out the Project and use the Funds without an actual, potential or perceived conflict of interest.
- 6.2 **Conflict of Interest Includes.** For the purposes of this Article, a conflict of interest includes any circumstances where:
- (a) the Recipient; or
 - (b) any person who has the capacity to influence the Recipient's decisions, has outside commitments, relationships or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased and impartial

judgment relating to the Project and the use of the Funds.

6.3 Disclosure to Province. The Recipient shall:

- (a) disclose to the Province, without delay, any situation that a reasonable person would interpret as either an actual, potential or perceived conflict of interest; and
- (b) comply with any terms and conditions that the Province may reasonably prescribe as a result of the disclosure.

**ARTICLE 7
REPORTING, ACCOUNTING AND REVIEW**

7.1 Preparation and Submission. The Recipient shall:

- (a) submit to the Province at the address provided in section 18.1, all Reports in accordance with the timelines and content requirements set out in Schedule "D", or in a form as specified by the Province from time to time;
- (b) submit to the Province at the address provided in section 18.1, any other reports requested by the Province in accordance with the timelines and content requirements specified by the Province;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and
- (d) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.

7.2 Record Maintenance. The Recipient shall keep and maintain:

- (a) all financial records (including invoices) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles; and
- (b) all non-financial documents and records relating to the Funds or otherwise to the Project.

7.3 Inspection. The Province, its authorized representatives or an independent auditor identified by the Province, may, at its own expense, upon twenty-four hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to review the progress of the Project and the Recipient's expenditure of the Funds and, for these purposes, the Province, its authorized representatives or an independent auditor identified by the Province may:

- (a) inspect and copy the records and documents referred to in section 7.2; and
- (b) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds and/or Project.

- 7.4 **Disclosure.** To assist in respect of the rights set out in section 7.3, the Recipient shall disclose any information reasonably requested by the Province, its authorized representatives or an independent auditor identified by the Province, and shall do so in a form reasonably requested by the Province, its authorized representatives or an independent auditor identified by the Province, as the case may be.
- 7.5 **No Control of Records.** No provision of the Agreement shall be construed so as to give the Province any control whatsoever over the Recipient's records.
- 7.6 **Auditor General.** For greater certainty, the Province's rights under this Article are in addition to any rights provided to the Auditor General pursuant to section 9.(1) of the *Auditor General Act* (Ontario).

ARTICLE 8 CREDIT

- 8.1 **Acknowledge Support.** Unless otherwise directed by the Province, the Recipient shall, in a form approved by the Province, acknowledge the support of the Province in any publication of any kind, written or oral, relating to the Project using the statement provided below:
- "This project has received funding support from the Ontario Ministry of the Environment. Such support does not indicate endorsement by the Province of Ontario of the contents of this material."
- 8.2 **Publication.** If the Recipient publishes any material of any kind relating to the Project, the Recipient shall indicate in the material that the views expressed in the material are the views of the Recipient and do not necessarily reflect those of the Province.

ARTICLE 9 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

- 9.1 **FIPPA.** The Recipient acknowledges that the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement is subject to disclosure in accordance with that Act.

ARTICLE 10 INDEMNITY

- 10.1 **Indemnification.** The Recipient hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Province.

ARTICLE 11 INSURANCE

- 11.1 **Recipient's Insurance.** The Recipient represents and warrants that it has, and shall maintain for the term of the Agreement, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than two million dollars (\$2,000,000) per occurrence. The policy shall include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) a 30 day written notice of cancellation, termination or material change.

[for universities substitute the above language in section 11.1 with the following:

- 11.1 **Comprehensive General Liability Insurance.** The Recipient shall put in effect and maintain, with Insurers acceptable to the Ministry for the duration of the Agreement, at its own expense, all the necessary and appropriate insurance that a prudent person in the business of the Recipient would maintain including, but not limited to, Comprehensive General Liability Insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than two million dollars (\$2,000,000) per occurrence. The policy shall include the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement. **the university language ends here]**

- 11.2 **Proof of Insurance.** The Recipient shall provide the Province with certificates of insurance, or other proof as may be requested by the Province, that confirms the insurance coverage as provided for in section 11.1. Upon the request of the Province, the Recipient shall make available to the Province a copy of each insurance policy.

ARTICLE 12 TERMINATION ON NOTICE

- 12.1 **Termination on Notice.** The Province may terminate the Agreement at any time upon giving at least 30 days Notice to the Recipient.
- 12.2 **Consequences of Termination.** If the Province terminates the Agreement pursuant to section 12.1, the Province may:
- (a) cancel all further instalments of Funds;
 - (b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and/or
 - (c) determine the Wind Down Costs, and:
 - (i) permit the Recipient to offset the Wind Down Costs against the amount the Recipient owes pursuant to section 12.2(b); and/or
 - (ii) subject to section 4.7, provide Funds to the Recipient to cover the Wind Down Costs.

ARTICLE 13 TERMINATION WHERE NO APPROPRIATION

- 13.1 **Termination Where No Appropriation.** If, as provided for in section 4.2(d), the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is obligated to make under the Agreement, the Province may terminate the Agreement immediately by giving Notice to the Recipient.
- 13.2 **Consequences of Termination.** If the Province terminates the Agreement pursuant to section 13.1, the Province may:
- (a) cancel all further instalments of Funds;
 - (b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and/or

- (c) determine the Wind Down Costs and permit the Recipient to offset such Wind Down Costs against the amount owing pursuant to section 13.2(b).

13.3 **No Additional Funds.** For purposes of clarity, if the Wind Down Costs exceed the Funds remaining in the possession or under the control of the Recipient, the Province shall not be required to provide additional Funds to the Recipient.

ARTICLE 14

EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT

14.1 **Events of Default.** Each of the following events shall constitute an “Event of Default”:

- (a) in the opinion of the Province, the Recipient has knowingly provided false or misleading information regarding its request for funds or in any other communication with the Province;
- (b) in the opinion of the Province, the Recipient breaches any material requirement of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
 - (i) carry out the Project;
 - (ii) use or spend Funds; and/or
 - (iii) provide Reports or such other reports as may have been requested pursuant to section 7.1(b);
- (c) the nature of the Recipient’s operations, or its corporate status, changes so that it no longer meets one or more of the applicable eligibility requirements of the program under which the Province provides the Funds;
- (d) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or is petitioned into bankruptcy, or files for the appointment of a receiver;
- (e) the Recipient ceases to operate; and
- (f) an event of Force Majeure that continues for a period of 60 days or more.

14.2 **Corrective Action.** If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;

- (b) suspend the payment of Funds for such period as the Province determines appropriate;
- (c) reduce the amount of the Funds;
- (d) cancel all further instalments of Funds;
- (e) demand the repayment of any Funds remaining in the possession or under the control of the Recipient;
- (f) demand the repayment of an amount equal to any Funds the Recipient used for purposes not agreed upon by the Province;
- (g) demand the repayment of an amount equal to any Funds the Province provided to the Recipient; and/or
- (h) terminate the Agreement immediately upon giving Notice to the Recipient.

14.3 **Opportunity to Remedy.** In addition to its rights provided for in section 14.2, the Province may provide the Recipient an opportunity to remedy the Event of Default by providing Notice to the Recipient:

- (a) of the particulars of the Event of Default; and
- (b) of the period of time within which the Recipient is required to remedy the Event of Default.

14.4 **Recipient not Remediating.** If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to section 14.3 and:

- (a) the Recipient does not remedy the Event of Default within the time period specified in the Notice;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the time period specified in the Notice or such further period of time as the Province considers reasonable; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may initiate any one or more of the actions provided for in sections 14.2 (d), (e), (f), (g), and (h).

14.5 **Effective Date.** The effective date of any termination under this Article shall be the last day of the Notice period, the last day of any subsequent Notice period or

immediately, whichever applies.

ARTICLE 15 FUNDS AT THE END OF A FUNDING YEAR

- 15.1 **Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article 14, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may:
- (a) upon request of Recipient, provide approval to Recipient to carry over the unspent Funds to the following Funding Year; or
 - (b) demand the return of the unspent Funds; or
 - (c) adjust the amount of any further instalments of Funds accordingly.

ARTICLE 16 FUNDS UPON EXPIRY

- 16.1 **Funds Upon Expiry.** Without limiting any rights of the Province under Article 14, the Recipient shall, upon expiry of the Agreement, return to the Province any Funds remaining in its possession or under its control.

ARTICLE 17 REPAYMENT

- 17.1 **Debt Due.** If the Recipient owes any monies, including any Funds, to the Province, whether or not their return or repayment has been demanded by the Province, such monies shall be deemed to be a debt due and owing to the Province by the Recipient and the Recipient shall pay or return the amount to the Province immediately unless the Province directs otherwise.
- 17.2 **Interest Rate.** The Province may charge the Recipient interest on any monies owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.
- 17.3 **Payment of Monies to Province.** The Recipient shall pay any monies owing to the Province by cheque payable to the "Ontario Minister of Finance" and mailed to the Province at the address provided in section 18.1.

ARTICLE 18 NOTICE

- 18.1 **Notice in Writing and Addressed.** Notice shall be in writing and shall be delivered by postage-prepaid mail, personal delivery or facsimile, and shall be addressed to the Province and the Recipient respectively as set out below:

To the Province:

Ministry of the Environment
Insert Branch / Region office
insert address of ministry

Attention: insert person's name or position

Fax: fill in

To the Recipient:

insert name of Recipient
insert address of Recipient

Attention: insert person's name or position

Fax: fill in

18.2 **Notice Given.** Notice shall be deemed to have been received:

- (a) in the case of postage-prepaid mail, seven days after such Notice is mailed; or
- (b) in the case of personal delivery or facsimile, on the day such Notice is received by the other Party.

18.3 **Postal Disruption.** Despite section 18.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail shall not be deemed to be received; and
- (b) the Party giving Notice shall provide Notice by personal delivery or by facsimile.

ARTICLE 19 SEVERABILITY OF PROVISIONS

19.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision shall be deemed to be severed.

ARTICLE 20 WAIVER

20.1 **Waivers in Writing.** If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article 18. Any waiver must refer to a specific failure to comply and shall not have the effect of waiving any subsequent failures to comply.

ARTICLE 21 INDEPENDENT PARTIES

- 21.1 **Parties Independent.** The Recipient acknowledges that it is not an agent, joint venturer, partner or employee of the Province and the Recipient shall not take any actions that could establish or imply such a relationship.

ARTICLE 22 ASSIGNMENT OF AGREEMENT OR FUNDS

- 22.1 **No Assignment.** The Recipient shall not assign any part of the Agreement or the Funds without the prior written consent of the Province.
- 22.2 **Enurement.** The Agreement shall enure to the benefit of and be binding upon the Parties and their respective heirs, executors, administrators, successors and permitted assigns.

ARTICLE 23 GOVERNING LAW

- 23.1 **Governing Law.** The Agreement and the rights, obligations and relations of the Parties shall be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement shall be conducted in Ontario.

ARTICLE 24 FURTHER ASSURANCES

- 24.1 **Agreement into Effect.** The Parties shall do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to its full extent.

ARTICLE 25 CIRCUMSTANCES BEYOND THE CONTROL OF EITHER PARTY

- 25.1 **Force Majeure Means.** For the purposes of the Agreement, “**Force Majeure**” means an event that:
- (a) is beyond the reasonable control of a Party; and
 - (b) makes a Party’s performance of its obligations under the Agreement impossible, or so impracticable as reasonably to be considered impossible in the circumstances.
- 25.2 **Force Majeure Includes.** Force Majeure includes:

- (a) infectious diseases, war, riots and civil disorder;
- (b) storm, flood, earthquake and other severely adverse weather conditions;
- (c) confiscation and other similar action by government agencies;
- (d) lawful act by a public authority; and
- (e) strikes, lockouts and other labour actions,

if such events meet the test set out in section 25.1.

25.3 Force Majeure Shall Not Include. Force Majeure shall not include:

- (a) any event that is caused by the negligence or intentional action of a Party or such Party's agents or employees;
- (b) any event that a diligent Party could reasonably have been expected to:
 - (i) take into account at the time of the execution of the Agreement; and
 - (ii) avoid or overcome in the carrying out of its obligations under the Agreement.

25.4 Failure to Fulfil Obligations. Subject to section 14.1(f), the failure of either Party to fulfil any of its obligations under the Agreement shall not be considered to be a breach of, or Event of Default under, the Agreement to the extent that such failure to fulfill the obligation arose from an event of Force Majeure, if the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of the Agreement.

ARTICLE 26 SURVIVAL

26.1 Survival. The provisions in Article 1, sections 4.6(b), 5.2, 7.1 (to the extent that the Recipient has not provided the Reports or other reports), 7.2, 7.3, 7.4, 7.5, 7.6, Articles 8 and 10, sections 12.2, 13.2, 13.3, 14.1, 14.2(c), (d), (e), (f) and (g), Articles 16, 17, 18, 19, 23, 26, 27 and 29, and all applicable Definitions, cross-referenced provisions and schedules shall continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement.

ARTICLE 27 SCHEDULES

27.1 **Schedules.** The Agreement includes the following schedules:

- (a) Schedule "A" - Project Description and Timelines;
- (b) Schedule "B" - Budget;
- (c) Schedule "C" - Payment Schedule; and
- (d) Schedule "D" - Reports.

ARTICLE 28 COUNTERPARTS

28.1 **Counterparts.** The Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**ARTICLE 29
ENTIRE AGREEMENT**

- 29.1 **Entire Agreement.** The Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.
- 29.2 **Modification of Agreement.** The Agreement may only be amended by a written agreement duly executed by the Parties.

The Parties have executed the Agreement as of the Effective Date.

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by the Minister of the Environment

Name:
Title:

Pursuant to delegated authority
Legal Name of Recipient

Name:
Position:

Name:
Position:

I/We have authority to bind the Recipient.

Schedule “A”

PROJECT DESCRIPTION AND TIMELINES

A1. DEFINITIONS

In Schedule “A” the following words shall have the following meanings:

“**Ministry**” means the insert branch of the Ontario Ministry of the Environment presided over by the Province.

A2. BACKGROUND

[fill in]

A3. PROJECT OBJECTIVE

[fill in]

A4. RECIPIENT OBLIGATIONS

[fill in]

A4.x Timelines

The following are the timelines for the Project:

Project Initiative (Work)	Date

A4.x Project Participants

The Project will be undertaken by the following participants/project team members:

Participant Name & Title	Organization	Role / Responsibility

SCHEDULE “B”

BUDGET

ELIGIBLE EXPENDITURE	AMOUNT
insert Budget line items here	\$
	\$
	\$
	\$
	\$

Schedule “C”

PAYMENT SCHEDULE

Pursuant to Section 4.1(b) of the Agreement, the following is the payment schedule:

PAYMENT DATE OR MILESTONE	AMOUNT
when [describe first milestone] <u>OR</u> on [enter date]	\$
when [describe second milestone] <u>OR</u> on [enter date]	\$
when [describe third milestone] <u>OR</u> on [enter date]	\$
when [describe fourth milestone] <u>OR</u> on [enter date]	\$
when [describe fifth milestone] <u>OR</u> on [enter date]	\$

SCHEDULE “D”

REPORTS

Name of Report	Due Date
1. Additional Funding Reports	An on-going obligation of the Recipient following the Recipient's receipt of additional funding for the Project
2. Interim Progress Report	insert date
3. Financial Progress Report	insert date
4. Final Report	insert date
5. Other Reports as specified from time to time	On a date or dates specified by the Province.

Report Details

1. The Additional Funding Reports will set out:

- (i) names of other funding parties and details of their financial contributions including amount and brief description of work covered.

2. The Interim Progress Report will set out:

- (i) actions undertaken to the date of the report and how they relate to the objectives of the Project;
- (ii) any Project milestones achieved within the reporting period and show how Project objectives / expectations have been met;
- (iii) set out any variances from the Project schedule, the reasons for such variances and the strategy used to correct the variances and achieve the Project objectives; and

- (iv) a statement confirming the Recipient is in compliance with the terms and conditions of the Agreement signed by the Chief Operating Officer, the Board chair or equivalent unless otherwise agreed to by the Province.

3. The Financial Progress Report will set out:

- (i) an interim accounting of all Project expenditures to date signed by the Chief Financial Officer, the Board chair or equivalent, if applicable, or as otherwise agreed to by the Province confirming actual Project expenditures and providing an explanation for any variances from the Budget; and
- (ii) whether or not the Project as described in the Agreement can be completed.

4. The Final Report will:

- (i) discuss Project objectives / expectations, confirming that Project objectives / expectations were met, setting out lessons learned;
- (ii) include a final accounting of all Project expenditures signed by the Chief Financial Officer, and the Board chair or equivalent if applicable, or as otherwise agreed to by the Province, confirming actual Project expenditures and providing an explanation for any variances from the Budget;
- (iii) include an accounting of any unspent Funds and an explanation as to why there are remaining Funds; and
- (iv) include a statement signed by the Chief Operating Officer, the Board chair or equivalent unless otherwise agreed to by the Province confirming Recipient compliance with the terms and conditions of the Agreement.

5. Other Reports:

- (i) the Province will specify the timing and content of any other Reports as may be necessary.